

## **SEPTMEBER 19 2006 AGENDA REPORTS**

### **Agenda Item No. 5a.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0949

TO: Mayor and City Council Members

SUBJECT: Petition to pave Emporia Court, south of 25th St. North (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide paved access to an industrial area located south of 25th St. North, east of Broadway.

Financial Considerations: The Petition totals \$191,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving vehicular access to an industrial area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

## **Agenda Item No. 8a.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0950

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

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Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Eric Edelstein with Wichita Baseball is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Koch Industries Company Picnic at Lawrence-Dumont Stadium, September 23, 2006 6:30 – 9:00 pm.

§ McLean Avenue, Maple to Douglas. Fireworks display fallout zone.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

## **Agenda Item No. 8b.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0951

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

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Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mid-town Community Resource Center is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Midtown Historic Walking Tour, October 14 & 15, 2006, 10:00 am – 5:00 pm  
§ North Topeka Street, 13th Street North to 10th Street North, not including intersections.  
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

## **Agenda Item No. 8c.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0952

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

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Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark Ensz of Run Wichita is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Marathon, October 22, 2006 9:00 am – 2:00 pm throughout southeast Wichita into Downtown and Old Town.

§ 31st Street south, McConnell Air Force Base to Oliver, west bound curb side lane. 9:00 am – 12:30 pm

§ Oliver Street, 31st Street south to George Washington Boulevard, north bound curb side lane. 9:30 – 12:30 pm.

§ George Washington Boulevard, Oliver to Mt. Vernon, west bound curb side lane. 9:30 am – 12:45 pm.

§ Mt. Vernon, George Washington Boulevard to Linwood Park, west bound curb side lane. 9:45 am – 1:15 pm.

§ Douglas Street, I-135 to Mead Street, west bound curb side lane. 9:45 am – 2:00 pm.

§ Mead Street, Douglas to Second Street. 9:45 – 2:00 pm

§ 2nd Street, Mead Street to Moore Street.

Please see attached maps.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

## **Agenda Item No. 8d.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0953

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

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Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Brad Pittman of Wichita State University Athletics is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rolling Stones Concert, Sunday October 1, 2006 Cessna Stadium on the Campus of Wichita State University 8:00 am until 12:00 am Monday, October 2, 2006

§ 21st Street North, Hillside to Oliver not including the intersection at 21st Street North and Hillside.

§ 21st Street North at Oliver Street intersection, ¾ closure forcing all 21st Street traffic west bound, south on Oliver Street and all north bound traffic east on 21st Street.

§ Oliver Street, 21st Street North to 29th Street North.

§ 29th Street North Oliver to Woodlawn

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

## **Agenda Item No. 11a.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0954

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. During excavation for the project, an old previously unknown 36" sanitary sewer has been discovered that passes beneath a zone of new construction that includes the main railroad track. The sewer pipe is in need of repair and encasement to protect it from future train loading.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$74,200, with the total paid by a combination of City-at-Large funds, Federal grants administered by the Kansas Department of Transportation and railroad funds. The original contract is \$57,444,085. This Change Order plus previous Change Orders represents 00.516% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachment: Change Order.



November 2, 2004

**PUBLIC WORKS-ENGINEERING CHANGE ORDER**

To: Cornejo & Sons, Inc. Project: Rock Rd. from 21st N. to 29th N.

Change Order No.: 4 Project No.: 87N-0197-01 / 472-83889

Purchase Order No.: 400706 OCA No.: 706874

CHARGE TO OCA No.: 706874 PPN: 204340

Please perform the following extra work at a cost not to exceed \$71,967.92

Over-Run:

19 - Retaining Wall 7.47 m @ \$151.00 / m = \$1,127.97

Add:

Fescue Sod 9,000 sm @ \$2.9265 / sm = \$26,338.50

4" Conc. median surfacing (Northpark Apts.) 1 LS @ \$153.00 = \$153.00

Irrigation repairs for new sidewalk 1 LS @ \$23,897.50 = \$23,897.50

4" Irrigation sleeve in median at 11+480 1 LS @ \$1,380.00 = \$1,380.00

Top Soil for Medians 455 CM @ \$32.00 = \$14,560.00

Thermal Crack Repair 106.14 sm @ \$42.50 = \$4,510.95

21 Calendar Days related to utility conflicts (Revised Completion Date of November 30, 2004)

28 Working Days beyond November 30, 2004 for completion of sidewalk and site restoration work.

TOTAL \$71,967.92

Recommended By: Approved:

_____ Larry Schaller, P.E. Construction Engineer	_____ Date	_____ Jim Armour, P.E. Acting City Engineer	_____ Date
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Approved: Approved:

_____ Contractor	_____ Date	_____ Chris Carrier, P.E. Acting Director of Public Works	_____ Date
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Approved as to Form: By Order of the City Council:

_____ Gary Rebenstorff Director of Law	_____ Date	_____ Carlos Mayans Mayor	_____ Date
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Approved:

Attest: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

KDOT Metro Engineer

Date

## **Agenda Item No. 11b.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0955

TO: Mayor and City Council Members

SUBJECT: Change Order: Harry Street Improvement, K-42 Highway to Meridian (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 7, 2006, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve Harry Street, between K-42 Highway and Meridian. Part of the work consists of reconstructing the intersection of Harry and Meridian. During construction, it was then determined that the existing traffic signals at the intersection were not in as good of condition as previously assessed and should all be converted to a video detection system.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$32,136 with \$25,700 paid by Federal Grants and \$6,436 paid by City General Obligation bonds. The original contract amount is \$1,071,875. This Change Order plus previous Change Orders represents 3.42% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the traffic capacity and safety along a major transportation corridor.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

August 23, 2005  
PUBLIC WORKS-ENGINEERING                      CHANGE ORDER

Change Order No.: 2 Project No.: 87TE-0176-01/472-82799  
Purchase Order No.: 500600 OCA No.: 706556/715691  
CHARGE TO OCA No.: 706556 PPN: 405209/242107

Measured quantities for the 90 auger cast piles at the Keeper Plaza overran by 264.14 feet to achieve adequate penetration in the underlying clay layer for bearing. Add 264.14 lf of auger cast piles at the bid measured quantity price of \$40.00 per lf.

Auger Cast Piles	264.14 lf @ \$40.00/lf	=	\$10,565.60
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Carlos Mayans

Date  
Director of Law

Mayor

Attest:\_\_\_\_\_

## **Agenda Item No. 11c.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0956

TO: Mayor and City Council Members

SUBJECT: City Hall Landscape and Security Enhancements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

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Recommendation: Approve the Change Order

Background: In September 2003, Council approved a contract with Schaefer Johnson Cox Frey Architecture (SJCF) for architectural services related to enhancing City Hall security through a redesign of first floor, exterior landscaping features and access to the auto service tunnel. On September 21, 2004, Council authorized expanding the scope of work to include parking lot modifications and a redesign of the atrium. On May 24, 2005, Council authorized expanding the project again to replace the emergency generator and install it at a new exterior location.

Analysis: On June 7, 2005, Council approved a contract with Commerce Construction Services Inc. to construct the addition to the atrium (Formal Bid FB500161). This project expanded the existing atrium by 17 feet north and south to allow for the addition of security screening equipment and personnel.

The design of the addition included revolving doors on the north, south and garage lobby. The revolving doors were used in lieu of normal swing doors to help maintain climate control within the atrium.

After the atrium re-opened in April 2006, we experienced a severe thunderstorm with strong winds and heavy rains. This storm caused a problem whereby the revolving doors acted like a paddle wheel bringing large amounts of water into the atrium. As this has occurred several times, it has become evident that the revolving doors should be screened from the weather. A glass windbreak has been designed for both the north and south entrances, which will prevent this problem in the future. Staff is recommending that a change order with Commerce Construction Services, Inc. in the amount of \$38,031 be approved.

Financial Considerations: The adopted 2005 – 2014 Capital Improvement Program (CIP) includes a total of \$7,647,510 for the entire series of projects related to the Landscape and Security Improvements to City Hall, the atrium, the parking garage and the surrounding campus. Goal Impact: Construction of the landscape and security improvements will impact the Provide a

Safe and Secure Community Goal.

Legal Considerations: The Change Order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

## **Agenda Item No. 12a.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0957

TO: Mayor and City Council Members

SUBJECT: Acquisition of 520 North Oliver for the Central and Oliver Intersection Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: On January 10, 2006, City Council approved a project to improve the intersection at Central and Oliver. Left turn lanes will be provided at all four approaches to the intersection. The traffic signal system will be upgraded and a new storm sewer will be constructed. Construction is planned to begin in the Fall of 2006. The intersection improvement plan calls for partial acquisitions of four parcels. One acquisition at 520 North Oliver consists of a 4,028 square foot strip of land along the west side of the parcel. The property is developed with a 10,208 square foot commercial building. The acquisition will eliminate 14 parking spaces on the west side of the property but does not physically impact the improvements.

Analysis: The entire property was appraised at \$400,000, or \$39.18 per improved square foot. The partial take, including temporary easements was appraised at \$115,228. The owner has offered to sell the entire tract for \$700,000 (\$63.67 per square foot). That portion of the property not required for the project will be resold.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds. A budget of \$708,000 is requested. This includes \$700,000 for the acquisition, and \$8,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract as to form.



Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.  
Attachments: Real Estate Purchase Agreement, Tract Map, Aerial Map.

**Agenda Item No. 13.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0958

TO: Mayor and City Council Members

SUBJECT: Surplus vacant lot located near West Maple and 151st Street  
(District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Declare the property surplus.

Background: The property under consideration is a vacant lot located at near West Maple and 151st Street. It consists of 2.57 acres, zoned single-family and legally described as Lot 7, Block 1, Miles West Wind Lakes Estate. City Council approved the acquisition of this specific site from the Sedgwick County Sewer District packaged together with three other sites and facilities on March 6, 2001. The sites were acquired to reduce the cost of constructing future pump stations, sewer infrastructure and the incorporation of County facilities into the City's automated control system.

Analysis: It has been determined by the City's Water and Sewer Department there is no longer a need for the proposed surplus site. All City departments have been notified and have shown no interest in the property. The property would be marketed to public as a single-family site.

Financial Considerations: The City will receive cash consideration for the sale of the property. Proceeds would be applied to the Sewer Utility fund. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: None

Recommendation/Action: Declare the property as surplus and designate it as available for sale to the general public.

Attachments: Aerial and plat map.

**Agenda Item No. 14.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No.06-0959

TO: Mayor and City Council Members

SUBJECT: Sale of Remainder of 520 and 528 North Oliver (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the sale.

Background: The City Council has approved the acquisition of the properties at 520 and 528 North Oliver as part of the project to improve the intersection at Central and Oliver. 520 North Oliver is developed with a 10,208 square foot commercial facility on a 53,699 square foot site. The intersection project requires 4,028 square feet of the site but does not impact the improvements. 528 North Oliver is developed with a 750 square foot single-family residence on a 7,000 square foot site. The project requires 750 square feet of the site but does not directly impact the improvements.

Analysis: A local developer has offered to acquire the remainder of these two tracts from the City for \$700,000. The two partial acquisitions were appraised for \$126,828. 520 North Oliver will be acquired by the City for \$700,000. 528 North Oliver was acquired for \$50,000. The net cost to the City for these two tracts after netting in the resale price of \$700,000 is \$50,000.

Financial Considerations: The net proceeds from this sale will reduce the overall cost of the intersection improvement project.

Goal Impact: The resale of these surplus parcels minimizes the cost of the project and helps ensure efficient infrastructure development.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Attachments: Real Estate Purchase Agreement, Tract Map, Aerial Map

## **Agenda Item No. 15.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0960

TO: Mayor and City Council Members

SUBJECT: Agreement for Final Design Services for Gypsum Creek Improvement– Pawnee to Woodlawn (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

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Recommendation: Approve the Agreement, project expenditure, adopt the Resolution and authorize the necessary signatures.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn. This project was put in the CIP as a result of the flooding of many homes near Fabrique in June 1997. The project, when completed, will reduce the likelihood of residential flooding. City staff will present design concepts for this project to District III's District advisory Board on September 6, 2006.

Analysis: The proposed Agreement between the City and HNTB Corporation is to provide for final design based on their recommendations found in the Preliminary Engineering Study dated July 2006. The recommendations include excavating a low flow channel adjacent to the existing channel and protecting the creek's toe by installing natural stone at certain channel bends. The proposed channel improvements will provide flood protection up to the 100-year storm event for all structures.

Financial Considerations: HNTB's design fee shall not exceed \$118,750, and will be paid by General Obligation Revenue Bonds. The CIP has budgeted \$2.1 million dollars for the design, right-of-way acquisition and construction of this project. Right-of-way acquisition, including and other related fees are estimated at \$1.0 million. The Council action now requested is to approve the funds for final design, right-of-way acquisition and authorize the construction, which can be done for the amount included in the 2005-2014 CIP.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement, expenditures, adopt the Resolution and authorize the necessary signatures.  
Attachments: CIP Sheet, Agreement and Resolution.

## **Agenda Item No. 16.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0961

TO: Mayor and City Council

SUBJECT: United States Geological Survey (USGS) Surface Water Agreement October 1, 2006 through September 30, 2007 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Joint Funding Agreement.

Background: In 1957, as a condition of Federal assistance in construction of the Wichita-Valley Center Flood Control Project, the City of Wichita entered into a cooperative agreement with the United States Geological Survey (USGS) to install and maintain stream recorders along the project. Rainfall recorders were added later for the City's own use.

Analysis: The Department of Public Works uses recorders to monitor rainfall through the drainage basins affecting the project to determine volumes of incoming water. This collected data is transmitted to the National Weather Services, which transmits the data to the River Forecast Center in Tulsa, Oklahoma. The data is statistically analyzed and published by USGS.

The Water Department monitors the flow of water into and out of Cheney Reservoir and relays the elevation of the lake to the Corps of Engineers.

Financial Considerations: The Agreement requires the City to pay \$36,723 of the \$62,970 total program cost, with USGS responsible for the balance of \$26,247. Budget for the City's cost is split between the Water & Sewer Department (\$16,771) and City-County Flood Control (\$19,952). These funds have been allocated in the appropriate operating budgets.

Goal Impact: The information received on the rainfall volumes helps provide for a safe and secure community by providing information on which to base flood warnings.

Legal Considerations: The Agreement has been approved as to form by the Law Department.



Recommendations/Actions: It is recommended the City Council approve the Joint Funding Agreement and authorize the necessary signatures.

Attachments: Cost Distribution Sheet and Joint Funding Agreement

## **Agenda Item No. 17.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0962

TO: Mayor and City Council

SUBJECT: Evaluation of Membrane Filtration for ASR Project

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Authorize Staff to proceed with a project to evaluate membrane filtration.

Background: On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply (ILWS) Plan. The Plan identified cost-effective water resources that would be adequate to meet Wichita's water needs to the year 2050.

Analysis: The ILWS Plan includes utilizing several local water supply sources. A major component of the ILWS Plan is to recharge the Equus Beds Wellfield using water from the Little Arkansas River. There are several water treatment techniques that will work to clean up water taken directly from the river. Staff has evaluated several techniques in the past, and the evaluations have proven to be very valuable.

Staff believes membrane filtration should be evaluated as a potential water treatment alternative. Recent changes in the capabilities of technology and reductions in the cost of using membrane filtration have increased its potential effectiveness for the recharge project. While membrane technology has been used successfully in many locations, it is highly recommended that pilot work be done prior to committing to full-scale construction. The variability in water quality at various sites, and the unique application of this technology to the City's ASR project, make doing pilot testing a prudent step in the evaluation process. Staff recommends that engineering services be acquired to assist in determining which membrane manufacturers and technologies have the most potential to be effective in the City's application, assist in negotiating for the use of pilot equipment, and assist in operating and evaluating the pilot equipment. The equipment will be tested at the new ASR Treatment Plant and be used to evaluate treating raw river water as well as a final filtration on water from the ASR plant.

Pilot units would be used beginning in the spring of 2007 through fall of 2007 in order to evaluate their performance through a typical recharge season. The results of the tests will be used by the City to determine the feasibility of using the technology on future phases of the ASR project.

Financial Considerations: The estimated cost to do a membrane evaluation project is \$300,000. It is anticipated that cost savings from the construction of the ASR Treatment Plant, CIP W-549, will be approximately \$360,000. It is recommended that these cost savings be allocated to the membrane testing project. Funds for the project will come from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: The project will help Ensure Efficient Infrastructure by assisting in the evaluation of facilities needed to provide reliable, compliant and secure utilities. Careful evaluation of new technologies will assure that the City invests appropriately in the construction of facilities needed to maintain its future water supply needs.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project; 2) approve the expenditures; and 3) authorize Staff to solicit proposals for engineering services.

Attachments: There are no attachments.

## **Agenda Item No. 19.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0963

TO: Mayor and City Council

SUBJECT: Cheney Watershed Protection Project

INITIATED BY: Water & Sewer Department

AGENDA: New Business

Recommendation: Continue to participate in the Cheney Watershed Protection Program.

Background: Cheney Reservoir is a major water supply source for Wichita, currently providing approximately 60 percent of the City's water. On August 24, 1993, the City Council approved the concept of the City assuming part of the cost-share necessary to allow landowners to implement "best management practices" in the watershed above the Reservoir to improve water quality and extend the life of the reservoir.

Analysis: It has been determined that Cheney Reservoir has at least two significant pollution problems. One is sedimentation that washes into the reservoir from soil erosion. The sedimentation displaces water stored in the reservoir and is a major factor in determining the useful life of the reservoir. Secondly, is the amount of phosphates in the water. High phosphate levels can lead to an increase in microscopic plant activity in a lake, which increases taste and odor events.

To respond to this, a management plan was created that identifies "best management practices" (BMP) for the watershed to help to reduce pollution entering the reservoir. The Reno County Conservation District and the Citizens' Management Committee are responsible for implementing the recommendations in the management plan. While there are a number of federal and state programs that encourage and assist in funding installation of BMPs, those programs typically only pay 70-to-80 percent of the cost of installation. Since 1994, the City has worked in partnership with the Citizens' Management Committee to provide the additional 20-to-30 percent funding to the producers to eliminate the upfront costs of installing BMPs.

The partnership between producers in the watershed and the City of Wichita to seek common goals was one of the first of its kind in the nation and has served as a model for other watershed protection projects. The partnership has received three national awards: the CF Industries National Watershed Award, the Clean Water Partners Award from EPA and was named a White

House Cooperative Conservation Project. Through efforts of the Citizens' Management Committee over 2,000 projects have been completed that help protect the water quality of the reservoir.

Financial Considerations: CIP W-500, Cheney Watershed Protection Program, has allocated \$200,000 for 2006 and \$200,000 for 2007.

Goal Impact: Ensure efficient infrastructure by maintaining and optimizing public facilities and assets. While the work in the project occurs in the watershed above the reservoir, the intent is to improve the water quality and prolong the life of the reservoir.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City continue participation in the Cheney Watershed Protection Program.

Attachments: There are no attachments.

## **Agenda Item No. 20.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0964

TO: Mayor and City Council Members

SUBJECT: Intelligent Transportation System Traffic Signal Project (All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the City/County/State Agreement and ITS Traffic Signal Project.

Background: In 1997 the Federal Highway Administration (FHWA) and the Kansas Department of Transportation (KDOT) budgeted funds to be used for an Intelligent Transportation Systems (ITS) Early Deployment Planning Study in the City of Wichita. Intelligent Transportation Systems use advanced computer technology to coordinate traffic signals and message boards to improve traffic flow on major streets and freeways. In December, 1998, HNTB Corporation completed an early deployment study for the Wichita metropolitan area. The study recommended that the City of Wichita evaluate its current traffic signal systems to determine the need for new signal technology and expansion to outlying areas.

Analysis: As a result of the study, a traffic signal improvement project has been developed. The project will be split into phases. Phase 1 will consist of replacing existing signal controllers that were originally installed in 1989. Replacement parts for these controllers are no longer available. Phase 1 will also acquire firmware and new central software that will be used by both the City of Wichita and Sedgwick County. A communication backbone will be a part of the second phase. The completed project will allow all signalized intersections to be on one control system. Currently, Staff can communicate with approximately 75% of the signalized intersections.

Financial Considerations: The project budget is \$3,779,493. The funding sources are: \$1,120,000 paid by the City, \$5,316 by Sedgwick County, \$1,993,500 by Federal grants and \$660,677 by KDOT funds. The Funding source for the City share is General Obligation Bonds and is programmed in the 2005-2014 Capital Improvement Program. A City/County/State agreement has been prepared that establishes joint funding for the project.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow at

signalized intersections located throughout Wichita.

Legal Considerations: The Law Department has approved the authorizing Resolution and City/County/State agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, approve the agreement, approve the Resolution and authorize the signing of State/Federal agreements as required.

Attachments: CIP Sheet, Resolution and Agreement.

## **Agenda Item No. 21.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0965

TO: Mayor and City Council Members

SUBJECT: Ridge and Maple Intersection Improvement (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the revised project budget.

Background: On August 16, 2005, the City Council approved a project to improve the intersection of Ridge and Maple. An attempt to award a construction contract within the approved budget was not successful. An amending Ordinance has been prepared to increase the project budget.

Analysis: The project will reconstruct the intersection to provide dual left turn lanes at all four approaches to the intersection. The traffic signal system will be upgraded.

Financial Considerations: The current budget is \$2,230,000 with \$500,000 paid by the City and \$1,730,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed increased budget is \$2,730,000 with \$650,000 paid by the City and \$2,080,000 paid by Federal Grants. Funding for the City's share of the increase is available from favorable bids on the 151st St. West, south of Maple and 29th St. North, Tyler to Ridge, projects.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a high volume arterial street intersection.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, place the amending Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Attachments: CIP Sheet, Amending Ordinance and Map.





## **Agenda Item No. 22.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0966

TO: Mayor and City Council Members

SUBJECT: Harry & Mead Stormwater Improvements to Serve Union Pacific Railroad (District I & III)

INITIATED BY: Department of Public Works

AGENDA: New Business

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### **Recommendation: Approve the Agreement**

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the Pawnee Union Pacific Railroad (UPRR) Crossing. TranSystems was hired on May 25, 1999 to design the Wichita Central Railroad Corridor Improvement and have been assisting the City with negotiations on the Pawnee Grade Separation project. The City has agreed to allow UPRR to raise the Harry Street crossing between one and two feet as part of our agreement with the Pawnee project. The change in grade will require stormwater sewer to be extended from two structures on both sides of the tracks.

Analysis: The proposed Agreement between the City and TranSystems provides for the final design of stormwater improvements to drain the Mead railroad right-of-way when the track at Harry Street are raised between one to two feet to prevent additional train derailments and reduce the number of false signals at street crossings in the area. Poor drainage conditions along the tracks has caused train sensors to trigger, which causes the cross arms to close when no trains are present.

Financial Considerations: Funding for the project budget is available in the Economic & Redevelopment CIP for the Pawnee UPRR Crossing. The estimated design and construction cost for this project is \$250,000. Payment to TranSystems will be on a lump sum basis of \$9,800 and will be paid by General Obligation Revenue Bonds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and traffic conditions through the railroad crossing.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Resolution, Agreement and authorize the necessary signatures.

Attachments: CIP Sheet, Supplemental Agreement and Resolution.



### **Agenda Item No. 23.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0967

TO: Mayor and City Council Members

SUBJECT: SUB 2005-149 -- Plat of Cheryl's Hollow 2nd Addition, located west of 135th Street West and on the north side of 13th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-1)

The Planning Commissioner that voted in opposition had concerns regarding approval of the drainage plan.

Background: This site, consisting of 174 lots on 55.17 acres, is located within Wichita's city limits. This final plat is the north portion of the preliminary plat, and represents the second phase of development. It is zoned "SF-5" Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water and left-turn lane improvements. Restrictive Covenants were submitted to: 1) create a lot owner's association for the ownership and maintenance of the proposed reserves being platted for drainage purposes; and 2) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

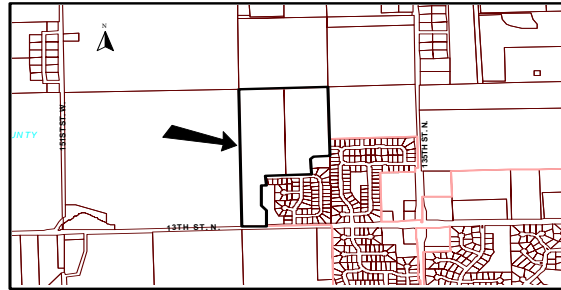
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



## **Agenda Item No. 24.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0968

TO: Mayor and City Council Members

SUBJECT: SUB 2006-34 -- Plat of Clifton Heights Commercial Addition, located north of 55th Street South and east of Hillside. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of seven lots on 16.84 acres, has recently been annexed into Wichita's city limits. A zone change (ZON 2005-61) from "SF-20" Single-family Residential District to "LC" Limited Commercial District has been approved. The Clifton Heights Commercial Community Unit Plan (CUP 2005-75, DP-294) was also approved for this site. A Notice of Community Unit Plan has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water and left-turn lane improvements. A Joint Access Easement has been submitted, and in accordance with the CUP, a Cross-lot Access and Easement has also been submitted. County Engineering requested that development of this site be deferred until Sedgwick County Project D-20 (Clifton Drainage) or an acceptable alternative project is completed. A Restrictive Covenant has been submitted addressing this restriction. Since this site is located within the noise impact area of McConnell Air Force Base, an Avigational Easement and Restrictive Covenant have been submitted.

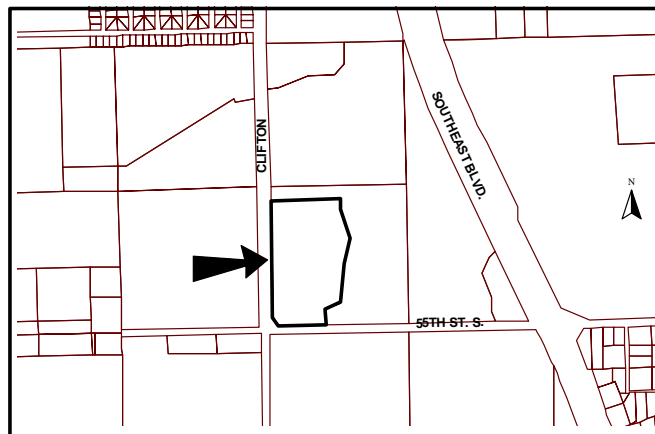
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The CUP Certificate, Certificate of Petitions, Joint Access Easement, Cross-lot Access and Easement, Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.



## **Agenda Item No. 25.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0969

TO:	Mayor and City Council Members
SUBJECT:	SUB 2006-46 -- Plat of Waterwalk Phase 2 Addition, located north of Kellogg and west of Broadway. (District I)
INITIATED BY:	Metropolitan Area Planning Department
AGENDA ACTION:	Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of five lots on 17.07 acres, is a portion of the overall preliminary plat and is the second phase of the development. This site is located within Wichita's city limits. A zone change from "LI" Limited Industrial District, "GC" General Commercial District and "CBD" Central Business District to "PUD" Planning Unit Development (PUD 2005-03) has been approved.

Analysis: Municipal services are available to serve this site.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and record- ing within 30 days. Publication of the Ordinance should be withheld until such time as the plat is recorded with the Register of Deeds.

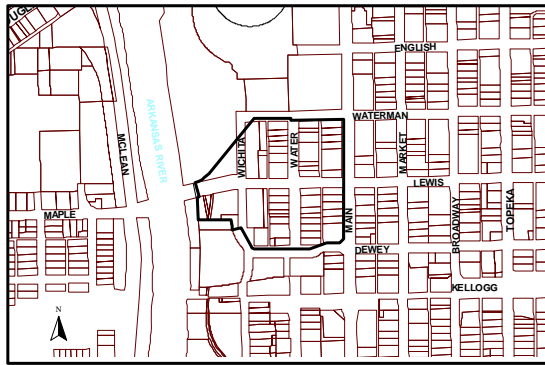
Financial Considerations: None.

Legal Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Recommendations/Actions: It is recommended that the City Council approve the plat, authorize the necessary signatures and approve first reading of the Ordinance.





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD 2005-03

Request for zone change from request from SF-5, Single-family Residential District to PUD,  
Planned  
Unit Development, for property described as:

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; and Lot 1, Block 5,  
Waterwalk  
Phase 2 Addition, Wichita, Sedgwick County, Kansas.

Generally located north of Kellogg and west of Broadway.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk  
Mayor

Carlos Mayans,

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 26.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0970

TO: Mayor and City Council Members

SUBJECT: \*SUB 2006-62 -- Plat of Spangles Addition, located east of Rock Road and north of Harry Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on .34 acres, is a replat of a portion of Lynncrest Heights Addition. This site is located within Wichita's city limits and is zoned "LC" Limited Commercial District.

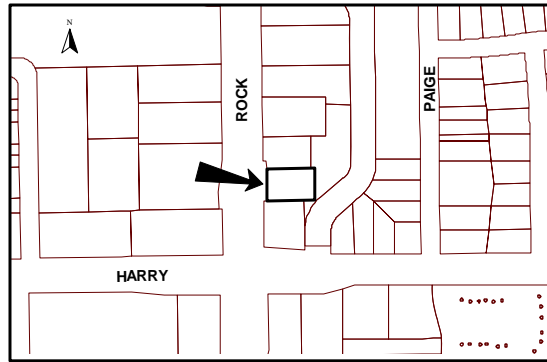
Analysis: Municipal services are available to serve the site.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: None identified.

Goal Impact: Ensure Efficient Infrastructure.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.



**Agenda Item No. 27.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0971

TO: Mayor and City Council Members

SUBJECT: DED 2006-24 -- Contingent dedication of street right-of-way and  
DED 2006-25 -- Dedication of access control (located east of  
Hydraulic and south of Central). (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with Lot Split No. SUB 2006-63 (Lot 23, Ash Street, Park Place Addition). The Dedications are for: 1) 10 feet of street right-of-way (contingent upon the improvement of First Street) and 2) access control, except for two openings along First Street.

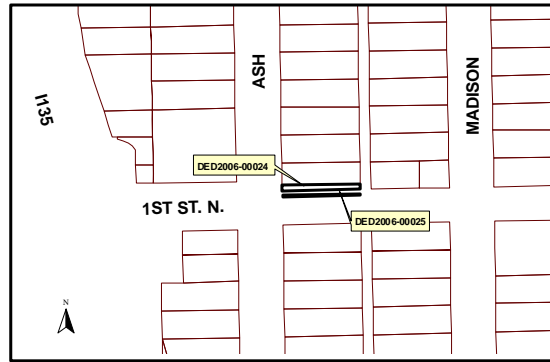
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.



## **Agenda Item No. 28.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0972

TO: Wichita Airport Authority

SUBJECT: Host International – S. A. No. 4 – Restaurant and Concession Operations Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority

Recommendation: Approve the supplemental agreement.

Background: The current concession agreement between the Wichita Airport Authority and Host International, Inc. (“HMS Host”) to provide food, beverage, and news/gift shop services and concessions in the terminal building was entered into on February 5, 1990, and was extended by the Wichita Airport Authority on February 14, 2006 from April 30, 2006 to April 30, 2010.

Analysis: As a condition for the extension of the lease term with HMS Host, they were required to develop a concession improvement program, and to make a substantial financial investment in new and improved facilities. Host’s new program included the following goals: 1) Enhance the existing concessions; 2) Improve the passenger experience by providing new and fresh brands and services of food, beverage, and retail; 3) Incorporate a new and viable financial opportunity for their existing DBE partner that would increase its ability to maximize revenues (this item has subsequently been superceded by the DBE firm’s decision not to take the opportunity offered by Host); 4) Maximize revenues to the Airport; and 5) Demonstrate Host’s continued commitment to the community by making a substantial financial investment in the new facilities.

This supplemental agreement simply adds space to Host’s leasehold in the terminal for them to construct a Bar in the West Concourse and a Retail Wall Shop in the East Concourse. The other items of their improvement plan, such as constructing a Great American Bagel shop in the East Concourse, and refurbishment of the Food Court, Gift Shop, and Landings Bar are in areas already included within their current leasehold, and as such, do not require a lease amendment.

As a result of their DBE partner’s decision to decline the offer to own the Great American Bagel shop, the Sarah’s Ice Cream shop is not affected by this lease amendment and is anticipated to

remain in its current location with an expanded menu offering if Sarah's owner signs a new sublease agreement for an additional four (4) years. Additionally, Host has decided to place the construction of a Starbucks Coffee Shop on-hold for the present due to the new TSA restrictions on beverages being taken through the security checkpoint and onto aircraft. Thus, there is no additional space for a Starbucks included in this lease supplemental agreement.

**Financial Considerations:** There are no financial impacts on the Airport with respect to costs, however, increased revenues are anticipated as a result of the improved concession sales expected to be generated by the new facilities.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which enhance services provided to the traveling public and allow the Airport to continue its operation on a self-sustaining basis.

**Legal Considerations:** The Law Department has approved the supplemental agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 4, and authorize the necessary signatures.

**Attachments:** Three original signature copies and 12 distribution copies of the supplemental agreement.

09/19/06PremisesOther Terms SUPPLEMENTAL AGREEMENT NO. 4By and  
BetweenTHE WICHITA AIRPORT AUTHORITYandHOST INTERNATIONAL,  
INC.forRestaurant and Concession OperationsTerminal Building - Wichita Mid Continent  
AirportTHIS SUPPLEMENTAL AGREEMENT NO. 4 made and entered into this September  
19, 2006, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas,  
hereinafter referred to as the "LESSOR"; and HOST INTERNATIONAL, INC., hereinafter  
referred to as the "LESSEE".WITNESSETH:WHEREAS, the parties hereto have heretofore  
entered into an Agreement dated February 5, 1990, Supplemental Agreement No. 1 dated June  
21, 1993, Supplemental Agreement No. 2 dated October 20, 1997, and Supplemental No. 3 dated  
February 14, 2006 for use of various facilities in the terminal building for the purpose of  
operating certain concessions in said terminal building; and WHEREAS, the Lessor and Lessee  
are now desirous of entering into this Supplemental Agreement No. 4 for the purpose of  
modifying the leased area and expanding its concession offerings to the public.NOW,  
THEREFORE, in consideration of the covenants and agreements set forth herein, the parties  
hereto agree as follows:1. In addition to the Exhibits provided in the original Agreement, as  
amended by S. A. No. 2, Lessor hereby leases to Lessee the areas reflected on Exhibits L and M,  
attached hereto and made a part hereof.2. It is understood and agreed that except as  
modified herein all other terms and conditions of the original Agreement, as supplemented, shall  
remain in full force and effect.IN WITNESS WHEREOF, the parties hereto have executed this  
Agreement the day and year first above written. ATTEST: THE WICHITA AIRPORT



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## **Agenda Item No. 29.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0973

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration – Lease No. DTFACE-06-L-0054  
Automated Flight Service Station – Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease agreement

Background: During the latter part of 1983, in reaction to the FAA's decision to consolidate its network of 317 flight service stations into 61 "super" automated flight service stations, the Wichita Airport Authority responded to a Solicitation for Offer to house one of the proposed automated flight service stations in Wichita. As a successful proponent, the WAA offered the use of the facility at no cost in order to maintain the operation in Wichita, and to take advantage of the economic impact created by its location in the community. The FAA assumed utility and janitorial costs, and the WAA developed a rate for charging the FAA for various maintenance items. Subsequent improvements to the facility have been at the expense of the FAA.

Analysis: The current lease agreement expires on September 30, 2006. The FAA is desirous of extending the agreement through September 30, 2009. However, if the FAA determines that it is in the best interest of the government to terminate the agreement prior to that time, they may cancel the agreement by giving the WAA a 90-day written notice.

Financial Considerations: The current arrangement provides for a maintenance reimbursement to the WAA in the amount of \$64,885.26 per year. The proposed rate during the extension is \$71,004.84, for an increase of 9%.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating lease agreements which facilitate the provision of services to air travelers and which result in a positive economic impact due to retention/creation of jobs in the community.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the lease agreement and authorize the necessary signatures.

Attachments: Four original signature copies and 12 distribution copies of the lease agreement.

FEDERAL AVIATION ADMINISTRATION  
LEASE FOR REAL PROPERTY

LEASE NUMBER

DTFACE-06-L-00054

Date of Lease: \_\_\_\_\_

1. THIS LEASE, entered into by and between Wichita Airport Authority whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises: Approximately 14,677 square feet of space, more or less, and a 98-car parking area for the Automated Flight Service Station (AFSS), Wichita Mid-Continent Airport, Wichita, Kansas. Also included are the attached smoking shelter, the engine generator building. These facilities are to be used for the Kansas Flight Plan Area Automated Flight Service Station (AFSS). If the Government changes the use other than a AFSS, the rent shall be adjusted to fair market value.

3. TERM - To have and to hold, for the term commencing on October 1, 2006 and continuing through September 30, 2009 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA09-84-L-10123, which expires on September 30, 2006.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$71,004.84 per annum shall be payable at a rate of \$5,917.07 per month to the Lessor in arrears and will be due on the first workday of each fiscal year, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made.

Rent for a lesser period shall be prorated. Checks will be made payable to: owner. There will be no charge for associated land.

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6. RENEWAL – This lease may, at the option of the Government, be renewed from year to year at an annual rental of \$71,004.84 per annum and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for 1 year unless the Government gives 90 days notice that it will not exercise its option, before this Lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 2009; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

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7. PARKING – Parking for Government, FAA employees and visitors in the 98-car parking area adjacent to the Automated Flight Service Station (AFSS) will be at no cost.

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#### 8. SERVICES AND UTILITIES –

The Lessor shall provide and/or maintain the following:

1. Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68-72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.
2. Fire alarm systems, structure maintenance and fixture maintenance.
3. Pest control.
4. Insurance
5. Maintain grass cutting, fertilizing watering, maintain landscaping.
6. Remove ice and snow from entrance, exterior walks and parking areas.

The Government will perform and/or provide the following:

1. Trash removal.
2. Janitorial services.
3. Maintenance of FAA security system.
4. Utilities.

#### 9. GENERAL CLAUSES:

A. **INSPECTION (10/96)** - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

B. **DAMAGE BY FIRE OR OTHER CASUALTY** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

C. **MAINTENANCE OF THE PREMISES** - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

D. **FAILURE IN PERFORMANCE** - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

E. **DEFAULT BY LESSOR** - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

F. **COMPLIANCE WITH APPLICABLE LAWS** - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

G. **DELIVERY AND CONDITION** - Unless the GOVERNMENT elects to have the space

occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

H. ALTERATIONS - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

I. ACCESSIBILITY - The Building and the leased premises shall be accessible to the handicapped in accordance with FED-STD-795, the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A) and all applicable state and local accessibility laws and regulations

J. CHANGES

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (a) Specifications (including drawings and designs);
- (b) Work or services;
- (c) Facilities or space layout; or
- (d) Amount of space, provided the Lessor consents to the

change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

- (a) A modification of the delivery date;
- (b) An equitable adjustment in the rental rate;
- (c) A lump sum equitable adjustment; or
- (d) An equitable adjustment of the annual operating costs per

Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor

under this clause.

K. OFFICIALS NOT TO BENEFIT - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

L. COVENANT AGAINST CONTINGENT FEES - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

M. ANTI KICKBACK - The Anti Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

#### N. CONTRACT DISPUTES

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference.

#### O. PROTEST

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference.

P. EXAMINATION OF RECORDS - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

Q. SECURITY SCREENING OF PERSONS OR INDIVIDUALS EMPLOYED OR HIRED BY LESSOR/CONTRACTOR – The Lessor/Contractor shall provide a level of security, which reasonably deters unauthorized entry to the premises leased by the Government during non-duty hours, and deters loitering or disruptive acts in or upon the leased premises during hours of operation by the Government. If the Lessor/Contractor provides janitorial, construction, maintenance, property management, or alteration/repair services under the terms of this lease, the



Government may investigate any person(s) or individual(s) employed or to be hired by the Lessor/Contractor to perform work or provide services in or upon the premises leased by the Government. As designated by the Government, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The Government shall provide the cores.

R. ASSIGNMENT OF CLAIMS - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

S. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

T. LESSOR'S SUCCESSORS - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessors successors, and assigns.

U. SUBLEASE - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

V. NO WAIVER - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

W. INTEGRATED AGREEMENT - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

X. EQUAL OPPORTUNITY - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

## 9. ATTACHMENTS -

0 See herein attached - Attachment A

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IN WITNESS WHEREOF, the parties hereto have signed their names:

10a. NAME AND TITLE OF OWNER (Type or Print)  
OWNER

10c. DATE

10b. SIGNATURE OF

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

11a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print)

Ross Roberts

11b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER

11c. DATE

---

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_  
(name) (title)  
of WICHITA AIRPORT AUTHORITY, named in and which executed the foregoing  
lease with the UNITED STATES OF AMERICA, that \_\_\_\_\_, who

executed said lease as \_\_\_\_\_ of said Corporation/Authority, has been duly authorized to execute said instrument on behalf of said Corporation/Authority; that I know the signature of said \_\_\_\_\_; and that the signature affixed to subject instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of WICHITA AIRPORT AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(Signature and Title)

SEAL

### **Agenda Item No. 30.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0974

TO: Wichita Airport Authority

SUBJECT: Sublease Agreements between Wichita Airport Facilities, Inc. and Raytheon Aircraft Services, Inc. – Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the sublease agreements.

Background: Wichita Airport Facilities, Inc. (WAF) currently leases Hangar 28, located at 1590 Airport Road, which consists of 42,840 sq.ft. of hangar space and 7,200 sq.ft. of office space on Wichita Mid-Continent Airport. In addition, WAF also leases a paint facility, located at 1830 Airport Road, which consists of 5,625 sq.ft. In that fixed base and maintenance operations previously provided by WAF are now being handled through a sublease arrangement between WAF and Eaglejet Aviation, WAF is desirous of subleasing these two facilities to Raytheon Aircraft Services for its use. The term of the Hangar 28 sublease agreement is for a four-year period, with up to four, two-year extensions. The term of the paint facility sublease is for a two-year term, with up to four, one-year extensions.

Analysis: In that this is a sublease arrangement, WAF remains responsible for the requirements outlined in the original agreements between the Wichita Airport Authority and WAF. Terms of the sublease agreements are subordinate to the original agreements.

Financial Considerations: There is no financial impact to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted by utilizing existing facilities to the fullest extent.

Legal Considerations: The Law Department has approved the sublease agreements as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the sublease agreement for Hangar 28 and the sublease agreement for the paint facility, and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of each of the sublease agreements.

### **Agenda Item No. 31.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0975

TO: Wichita Airport Authority

SUBJECT: Taxiway A and A-1 Change Order No. 2 Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order and the adjustment to the budget.

Background: On July 13, 2004 the Wichita Airport Authority approved a contract with Cornejo & Sons for construction of Taxiway A and A-1.

Analysis: A change order has been prepared to modify the contracted work and adjust quantities.

Financial Considerations: The change order amount of \$27,702.99 will be funded with FAA AIP funding, PFC funding and Airport revenue. A budget increase of \$30,000 is requested and will result in a total project budget of \$5,962,767.26. With this change order the total change orders are approximately 0.5% of the initial construction contract amount.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements.

Legal Considerations: The change order has been approved by the Law Department and the FAA.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order, approve the budget adjustment, and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the change order.

## **Agenda Item No. 32.**

City of Wichita  
City Council Meeting  
September 19, 2006

Agenda Report No. 06-0976

TO: Wichita Airport Authority

SUBJECT: Passenger Facility Charge (PFC) Application

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendations: Approve the PFC application.

Background: In 1991 the U.S. Congress approved an exception to the Anti-Head Tax Act permitting airports to assess passenger facility charges up to \$3.00 per departing passenger to be used for public capital improvements on airports. The Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) enabled a public agency to apply to the Federal Aviation Administration (FAA) to charge a PFC at the \$4.00 or \$4.50 level provided the projects met certain additional criterions. The purpose of the PFC is to supplement other financing vehicles and to formally give local control of the funds as long as the expenditure is eligible. Generally that means that the monies must be spent on approved non-revenue producing public facilities. The airlines serving U.S. airports collect the PFCs through the ticket sale process and relinquish the funds directly to the airports. The WAA began collecting a \$3.00 PFC charge at Mid-Continent Airport in 1994 and increased it to \$4.50 in 2005.

Analysis: In order for any airport to collect PFC funds, it is necessary for an application to be made to the FAA. The airlines serving the airport are permitted to comment on the projects to be funded as outlined in the application. The FAA has 120 days to approve or disapprove the application based upon eligibility and justification. The authority to collect the PFC will expire in Spring 2007, so staff has prepared an application that will extend the collection authority until September 2008. The projects include Pavement Program, Airfield Safety Improvements and Security Improvements. Most of the project elements for which PFC funding is sought are in the approved 2005 – 2014 Capital Improvement Program (CIP). The balance of the PFC projects will be programmed into the revised CIP. Projects will individually proceed through the normal WAA authorization and procurement processes.

Financial Considerations: As of June 30, 2006, the WAA has collected \$22,682,000 of the total

\$25,596,000 authorized. This application is estimated to yield another \$4,093,050 in collection authority. In this application, two projects combine the use of PFCs with 90% or 95% funding from federal grants while one project is fully funded by PFC monies. Future applications are anticipated to extend the PFC program.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maximization of funding opportunities for capital improvements.

Legal Considerations: None.

Recommendation/Actions: Approve the PFC application and authorize the necessary signatures.